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No. 94-1695

Supreme Court, U.S.
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In The

Supreme Court of the United States

October Term, 1994

MANSEL J. CARRIERE, JANELL L. CARRIERE and AETNA CASUALTY & SURETY COMPANY,

Petitioners,

vs.

GREY WOLF DRILLING COMPANY and PETROLEUM MARINE INS. AGENCY, INC.,

Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

RESPONDENTS' BRIEF IN OPPOSITION

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SUMMARY OF THE ARGUMENT

The United States Fifth Circuit Court of Appeals, in its review of the decision of the trial court, engaged in a detailed analysis of the respective state interests and policies involved in this conflicts of laws question. In the unpublished opinion, the appellate court found this to be an "exceptional case", and that Louisiana law (the law of the forum state) would be "most seriously impaired" if Texas law were applied. The Fifth Circuit further found that application of the rule argued by Petitioner would produce a result incompatible with the principles of Louisiana Civil Code Article 3542.[1]

The Fifth Circuit recognized that Petitioner's claim against his direct employer, Chandeleur Energy Corporation, was properly dismissed on summary judgment by application of Louisiana workers' compensation law. (That judgment was not appealed by Petitioner.) The Fifth Circuit recognized that Petitioner has been, and continues to be, compensated for his injury pursuant to the Louisiana Workers' Compensation Act.

Petitioner's claim against Grey Wolf in this case is based on the same accident. Under the same workers' compensation law that has already compensated the Petitioner for his injury vis-a-vis his direct employer, Respondent, Grey Wolf is immunized

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1. "Except as otherwise provided in this Title, an issue of delictual or quasi-delictual obligations is governed by the law of the state whose policies would be most seriously impaired if its laws were not applied to that issue.

That state is determined by evaluating the strength and pertinence of the relevant policies of the involved states in the light of: (1) the pertinent contacts of each state to the parties and the events giving rise to the dispute, including the place of conduct and injury, the domicile, habitual residence, or place of business of the parties, and the state in which the relationship, if any, between the parties was centered; and (2) the policies referred to in Article 3515, as well as the policies of deterring wrongful conduct and of repairing the consequences of injurious acts." La. C. C. Art. 3542

from this tort suit as the Petitioner's statutory employer. In affirming the trial court, the Fifth Circuit properly considered the severely adverse effect the Petitioner's analysis would work on the Louisiana statutory scheme for workers' compensation, the same scheme which has and continues to compensate Carriere for his injury.

Article 14 of the Louisiana Civil Code provides that in multi-state cases, Book IV of the Civil Code regarding conflicts of laws will apply, *unless expressly provided in the law of Louisiana.*[2] Despite Petitioner's focus on sections of Book IV, the express terms of La. R.S. 23:1035.1 expressly apply to this dispute. That statute provides the specific conflict of law provision for workers' compensation claims when the contract of hire was made in Louisiana. Therefore, under Article 14 of the Louisiana Civil Code, La. R.S. 23:1035.1 applies in preference to the Articles of Book IV advocated by Carriere. This was the basis of the trial court's ruling, which was affirmed by the Fifth Circuit Court of Appeals.

In addition to the trial court's rationale on appeal, the Fifth Circuit examined the case under the principles of Book IV of the Civil Code. Under the interest analysis advocated by the Petitioner, the Court of Appeals concluded that Louisiana law clearly applies to the dispute. Further, the Fifth Circuit held that if it would hold that Texas law is applicable to the case,

> "we would not be giving full faith and credit to the policies which [Louisiana] wants to preserve in providing for employer immunity." [3]

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2. "Unless otherwise expressly provided by the law of this state, cases having contacts with other states are governed by the law selected in accordance with the provisions of Book IV of this Code." La. C. C. Art. 14.

3. *Citing Carriere v. C.C. Crane Corp.*, 812 F. Supp. 90, 92 (S.D. Tex. 1992).

The appellate court based the above conclusion on "the recognition that once an injured employee elects to seek and receive workers' compensation benefits under the law of Louisiana, he is bound by its provisions, including specifically the exclusivity provisions discussed in *Carriere v. Crane, supra.*[4]

Grey Wolf also submits that the trial court's January 27, 1993 Judgment, rendered in response to Chandeleur's Motion for Summary Judgrnent, makes specific findings which constitute the "Law of the Case" under applicable federal jurisprudence. That ruling was made in this case regarding the same issues. It has never been appealed by any party and is, therefore, final and definitive. That judgment, under the "Law of the Case" doctrine, is to be applied consistently throughout the remainder of the case. Since that ruling was never appealed, the findings of the trial court were properly applied throughout the remainder of the lawsuit, including Grey Wolf's Motion for Summary Judgment which is at issue now.

The Louisiana jurisprudence, even in lieu of La. R.S. 23:1035.1 provides that the state has a high interest in the protection of workers recruited and hired within its borders. As such, the jurisprudence makes the Louisiana Workers' Compensation Act part of any "contract of hire" executed within the State of Louisiana.[5]

Even under the general residual conflicts provisions of the Louisiana Civil Code, the law of Louisiana was properly applied by the Fifth Circuit to the claims of Mansel Carriere against Grey Wolf Drilling Company. The general Louisiana Civil Code conflicts article, La. C.C. Art. 3515, looks to which state has the

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4. *See,* Opinion of the Fifth Circuit, at page A-27 of Carrier's Petition for Writ of Certiorari.

5. *Harbis v. McWilliams Company,* 119 So. 88 (La. App. 1928).

greatest interest in having its law applied, and takes into account the detrimental effect to any party if more than one state's laws are applied. In this case, the State of Louisiana has the higher interest in having its workers' compensation laws applicable to the claims of one of its citizens who was recruited and hired within its borders. Louisiana has a great interest in insuring that a worker recruited and hired within its borders is paid compensation. The decision of the Fifth Circuit Court of Appeals in this case recognizes these interests.

Further, since the definitive unappealed judgment for Chandeleur (Appendix A, *infra*) applied Louisiana Workers' Compensation Law to the claims of Carriere against Chandeleur Energy Corporation, the application of Texas law to Carriere's claim against Grey Wolf would cause Grey Wolf to lose rights to indemnity for the compensation payments it made directly to Carriere. It would also cause severe impairment of Grey Wolf's rights of contribution and indemnity, and preclude it from proving principal employer fault. Therefore, reversal of the appellate court's affirmance of the summary judgment would result in two inconsistent and irreconcilable judgments on the same issue in the same case.

REASONS FOR DENYING THE WRIT

I.

DECISION OF THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

Carriere and Aetna Casualty & Surety Company challenged the decision of the District Court to apply Louisiana workers' compensation law to the dispute rather than the law of Texas. In its *de novo* review of the District Court's ruling, the Fifth Circuit Court of Appeals concluded that this is an exceptional case, requiring the employment of Article 3547 of the Louisiana Civil

Code. While Carriere and Aetna argue the applicability of Article 3544 of the Civil Code, Article 3547 provides the following:

> The law applicable under Articles 3543-3546 shall not apply if, from the totality of the circumstances of an exceptional case, it is clearly evident under the principles of Article 3542, that the policies of another state would be more seriously impaired than if its law were not applied to the particular issue. In such event, the law of the other state shall apply.[6]

In concluding that the case at bar is an "exceptional case" under Article 3547, the Fifth Circuit found several clear distinctions in the instant case from the case of *Kennington v. H. Blume Johnson, Inc.*,[7] heavily relied upon by Carriere. The Fifth Circuit noted that unlike *Kennington*, the Petitioner in this case is already receiving workers' compensation benefits under the Louisiana Act. Unlike the *Kennington* defendant, Grey Wolf has conclusively met its burden of showing that the Petitioner is entitled to Louisiana benefits. Very importantly, the proof of Carriere's entitlement to Louisiana workers' compensation benefits is included in a previous, final, and definitive adjudication in this case.[8] Carriere has never appealed the judgment dismissing his direct employer from the case, and holding that the Louisiana Workers' Compensation Act is applicable to this dispute. Furthermore, substantial distinctions

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6. La. R.S.C.C. Art. 3547 (West 1994).

7. 632 So. 2d 833 (La. App. 1994), *rev'd on other grounds*, 638 So. 2d 1966 (La. 1994).

8. Appendix A, *infra*.

in the domiciles of the parties were noted between the *Kennington* case and the case at bar.

After being compelled to hold *Kennington* inapplicable to this case, the Fifth Circuit found it necessary to proceed further in the conflicts analysis and employ Article 3547 of the Louisiana Civil Code.

In comparing the policies and interests of both Texas and Louisiana, the appellate court concluded that Louisiana's interests and contacts are clearly greater than those of Texas. Further, the court inescapably concluded that the policies of the State of Louisiana would be most seriously impaired if its laws were not applied to this dispute. In itemizing the strong Louisiana interests in the case, the Fifth Circuit took notice of the fact that both Carriere and his direct employer, Chandeleur, are domiciled in Louisiana. Carriere was working at the time of his accident pursuant to a Louisiana contract for hire, and received workers' compensation benefits for the injury pursuant to Louisiana law. Grey Wolf, Carriere's statutory employer, is actually doing business in Louisiana. Further, the court noted that Louisiana has a strong interest in protecting citizens who are hired in Louisiana, as well as employers doing business in the state. Additional Louisiana interests include protecting foreign corporations in the promotion of commerce and industry. The court acknowledged that Louisiana also has a strong interest in the consistent and comprehensive implementation of its workers' compensation laws, and as articulated by Article 3515 of the Louisiana Civil Code. Further, the policies and needs of the interstate system, including the expectations of the parties and minimization of adverse consequences that might follow from subjecting the party to the law of more than one state, are best served in this dispute by the application of Louisiana law.

In considering Louisiana's policies and interests in light of the acknowledged interests of Texas, namely that the place of

Grey Wolf's incorporation and Carriere's accident is Texas, as well as the interest in deterring wrongful conduct in repairing consequences of injurious acts, the appellate court was clearly compelled to conclude that policies of Louisiana would be most seriously impaired if its laws were not applied to the instant dispute.

The appellate court quite rightly notes that to apply the checklist contained in Article 3544(2) of the Louisiana Civil Code would be to ignore the effect that such a ruling would have on Louisiana workers' compensation law, the very law under which Carriere is receiving benefits. Since he is receiving benefits under the Louisiana Workers' Compensation Act, Carriere is bound to its provisions, including specifically the exclusive remedy provisions of that Act.[9]

In rejecting Carriere's arguments for the application of Texas law to part of the dispute and Louisiana law to still another part, the court recognized that the Petitioner's case is simply a request for "the piecemeal application of different laws to an equally piecemeal attempt to obtain double — or at least overlapping — recovery for the same injury."[10]

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9. La. R.S. 23:1032.A; *see also, Carriere v. C.C. Crane Corporation,* 812 F. Supp. 90, 91 (S.D. Tex 1992) (hereinafter, *"Crane").* In *Crane,* Ronald Carriere, a Louisiana resident, was killed in Texas while working for the defendant, Grey Wolf, a Texas corporation. As a result of Carriere's death, his widow began receiving benefits pursuant to Louisiana workers' compensation laws. Subsequently, Mrs. Carriere filed a claim against Grey Wolf for death benefits under Texas law. The District Court granted Grey Wolf's Motion for Summary Judgment, holding that once Ms. Carriere began receiving Louisiana workers' compensation benefits, she was bound to Louisiana workers' compensation law. As Louisiana law immunized Grey Wolf from civil liability for Carriere's death, the District Court would not permit Mrs. Carriere to sustain a tort action against Grey Wolf based on Texas law. *Id.* at 92.

10. *See* Opinion ofthe Fifth Circuit at page A-33 of Carriere's Petition for Certiorari.

II.

THE PRIOR UNAPPEALED JUDGMENT IS "LAW OF THE CASE".

Originally in this case, the Carriere Petitioners sued both Chandeleur Energy Corporation and Grey Wolf Drilling Company as a result of the alleged work related injuries received by Carriere. Several months before the filing of Grey Wolf's Motion for Summary Judgment, which is the judgment appealed herein, Chandeleur Energy Corporation filed a separate Motion for Summary Judgment in this same lawsuit. In response to that earlier Motion for Summary Judgment filed by Chandeleur Energy Corporation, the trial court entered a Final Judgment pursuant to Rule 54 (b) which has never been appealed. That now final and definitive judgment provides, *inter alia:*

> 1. At all pertinent times Mansel Carriere was employed by Chandeleur Energy Corporation;
>
> 2. Mansel Carriere was first offered employment with Chandeleur Energy Corporation while located in Louisiana;
>
> 3. Mansel Carriere first accepted employment with Chandeleur Energy Corporation while located in Louisiana;
>
> 4. At all pertinent times Mansel Carriere was working for Chandeleur Energy Corporation pursuant to a contract of hire made in Louisiana;
>
> 5. **Mansel Carriere falls within the**

jurisdiction of the workers' compensation laws of the State of Louisiana;

6. Mansel Carriere's sole remedy against Chandeleur Energy Corporation is the recovery of benefits under the workers' compensation laws of the State of Louisiana.

(Appendix A) (emphasis supplied).

Based on this definitive Judgment found within this same case, Grey Wolf submits that the holdings are the "Law of the Case". "Under the doctrine of 'Law of the Case', a decision on an issue of law made by the court at one stage of a case becomes a binding precedent to be followed in successive stages of the same litigation except in unusual circumstances." *Abbadessa v. Moore Business Farms, Inc.*, 987 F.2d 18 (C.A. 1 1993); *see also, Fcc v. Woko Inc.*, 329 U.S. 223, 67 S. Ct. 213, 91 L. Ed. 204 (1946); *United States v. Riviera-Martinez*, 931 F.2d 148, 151 (C.A. 1 1991); *Piazza v. Aponte Rogue*, 909 F.2d 35, 38 (C.A. 1 1990) (cited therein).

That prior Final Judgment went on to hold that Mansel Carriere's claims against Chandeleur Energy Corporation were dismissed pursuant to Chandeleur Energy Corporation's Motion for Summary Judgment.

Those issues, upon the passing of the appellate delays, became the "Law of the Case." Additionally, there has been no change in circumstances which would warrant a change in those particular holdings mentioned hereinabove. Mansel Carriere would still be considered to have been hired through a contract of hire made in Louisiana because that fact is undisputed. As a result of that holding in the judgment, Carriere's claims fall within the jurisdiction of the Workers' compensation laws of the

State of Louisiana. La. R.S. 23:1035.1 (West 1986); La. C.C. Art. 14.

Once the jurisdiction of the Louisiana workers' compensation law attached, all parts of the Act applied to protect Carriere. As the Fifth Circuit recognized, once an employee elects to receive workers' compensation benefits under the workers' compensation law of Louisiana, he is bound to its provisions, including specifically the exclusivity provisions. [11]

The act creates a statutory employment relationship between Grey Wolf and Carriere under the facts herein, and Grey Wolf is thus exposed to providing compensation (as it did). The Act also functions to immunize Grey Wolf from Carriere's tort suit.

The same residual Conflicts of Law Articles which Carriere and Aetna now argue in their briefs were available at the time Chandeleur's Motion for Summary Judgment was filed and

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11. "A. (1)(a) The rights and remedies herein granted to an employee or his dependent on account of an injury, or compensable sickness or disease for which he is entitled to compensation under this Chapter, shall be exclusive of all other rights and remedies of such employee, his personal representatives, dependents, or relations, against his employer, or any principal or any officer, director, stockholder, partner, or employee of such employer or principal, for said injury, or compensable sickness or disease.

(b) This exclusive remedy is exclusive of all claims, including any claims that might arise against his employer, or any principal or any officer, director, stockholder, partner, or employee of such employer or principal under any dual capacity theory or doctrine.

(2) For purposes of this Section, the word "principal" shall be defined as any person who undertakes to execute any work which is a part of his trade, business, or occupation in which he was engaged at the time of the injury, or which he had contracted to perform and contracts with any person for the execution thereof . . ." La. R.S. 23:1032.A.

decided. Yet, Carriere acquiesced in the Judgment and did not appeal. The result of his acquiescence was that he was able to receive compensation for his injury under Louisiana workers' compensation law. Therefore, it is Grey Wolf's contention that Carriere is asking for the issuance of irreconcilable judgments in this case. The first Judgment, which was not appealed, holds that the Louisiana Workers' Compensation Act applies to afford him compensation for his injury. He now requests a second Judgment, holding that the Louisiana Workers' Compensation Act does *not* apply, so that he can obtain *additional* compensation for his injury from Grey Wolf, which is statutorily immune from suit under the *first* Judgment.

In discussing the exceptionality of this case, the Fifth Circuit identified Carriere's attempt to obtain double recovery. In describing its holding, and warning that the Opinion is *not* a blanket protection for foreign corporations under Louisiana law, the court remarked:

> Rather, it is a particularized response to an exceptional case, a response that avoids piecemeal application of different laws to an equally piecemeal attempt to obtain double — or at least overlapping — recovery for the same injury.[12]

The "Law of the Case" doctrine was created specifically for the purpose of defeating the likelihood of inconsistencies which would result if a court made contradicting rulings on identical issues within the exact same case. Of course, *res judicata* and issue preclusion, along with "Law of the Case" are all doctrines which have developed in the federal procedural jurisprudence to

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12. Opinion of the Fifth Circuit, page A-33 of Carriere's Petition for Certiorari.

prevent rehashing identical issues already decided and which have become final. The "Law of the Case" doctrine clearly supports the Judgment of the trial court and Fifth Circuit herein. If for some reason this Honorable Court would be inclined to grant the writ, Grey Wolf submits that the circumstances now are the same as the circumstances existing at the time of the entry of the Chandeleur Judgment. For these reasons, Grey Wolf submits that the Louisiana workers' compensation law applies to the claims of Mansel Carriere herein, and that as a function thereof, it is statutorily immune from Carriere's tort suit.

III.

LA. R. S. 1035.1: THE SPECIFIC LOUISIANA'S WORKERS' COMPENSATION CONFLICTS OF LAWS ARTICLE AND THE EXCLUSIVE REMEDY

Federal courts sitting in diversity are to apply the substantive law of the forum state, including the forum state's conflicts of laws provision. *Klaxon Company v. Stentor Elec. Mfg. Co., Inc.*, 313 U.S. 487, 61 S. Ct. 1020, 85 L. Ed. 1477 (1941); *General Electric Capitol Corp. v. Southern Health Care, Inc.*, 950 F.2d 944 (C.A. 5 1991); *Stein v. Marathon Oil Company*, 976 F.2d 254 (C.A. 5 1992). Therefore, in the instant case, it is clear that the substantive law of Louisiana is to be applied. Carriere and Aetna attempted to support their claims of error by reference to the recently enacted conflicts of laws section found in Louisiana Civil Code, Articles 3515, *et seq.* Counsel for Carriere and Aetna are correct in their assertion that federal courts sitting in diversity are to apply the conflicts laws of the forum state. They fail to mention or further employ the portion of the *Klaxon* rule which requires federal courts sitting in diversity to apply the "substantive law" of the forum state *which includes*, of course, the conflicts of laws principals of the forum state. *Klaxon; General Electric Capitol Corp.; Stein, supra,* herein. In

explaining this rule in *Klaxon, supra,* this Court declared, "And the proper function of the Delaware federal court is to ascertain what the state law is, not what it ought to be." *Klaxon, supra,* at 1022.

The "substantive law" of Louisiana includes Louisiana Revised Statutes, Title 23, the Louisiana's Workers' Compensation Act. The Louisiana Workers' Compensation Act provides its own specific conflicts of law provision, La. R. S. 23:1035.1 (West 1985). It statutorily mandates the extraterritorial application of the Louisiana Workers' Compensation Act as follows:

> If an employee, while working outside the territorial limits of this State, suffers an injury on account of which he, or in the event of his death, his dependents would have been entitled to benefits provided by this chapter had such injury occurred within the State, such employee, or in the event of his death resulting from such injury, his dependents, shall be entitled to the benefits provided by this chapter, provided at the time of such injury
>
> (a) his employment is principally localized in this State, or
>
> (b) *he is working under a contract for hire made in this State.*

(emphasis supplied).[13]

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13. La. R.S. 23:1035.1.

Therefore, pursuant to the foregoing provision, an employee, even if injured outside the State of Louisiana, is protected by, and subject to the Louisiana Workers' Compensation Law if:

> the employee is working under a contract of hire made in Louisiana.

It is undisputed that Mansel Carriere was working under a contract of hire made in Louisiana. Therefore, the Louisiana Workers' Compensation Act applies to afford compensation to him for his injury. La. R.S. 23:1035.1; *Chance v. Fidelity and Casualty Company of New York,* 509 So. 2d 593 (La. App. 3d Cir. 1987); *Jepsom v. B-Con Construction Company Inc.,* 475 So. 2d 112 (La. App. 2d Cir. 1985); *Wilson v. Gulf Insurance Company,* 431 So. 2d 1095 (La. App. 3d Cir. 1983); *Ryder v. Insurance Company of North America,* 282 So. 2d 771 (La. App. 3d Cir. 1973); *Welsh v. Travelers Insurance Company,* 225 So.2d 623 (La. App. 1st Cir. 1969); *Mattel v. Pittman Construction Company,* 180 So. 2d 696 (La. 1965); *Ohlhausen v. Sternberg Dredging Company,* 50 So. 2d 8023 (La. 1951).

Carriere does not dispute the fact that he is covered by the Louisiana Workers' Compensation Act, because he is currently receiving benefits under the Act. He further does not dispute the fact that Grey Wolf is his "statutory employer" under the Workers' Compensation Act, with regard to the exclusive remedy and immunity provision. He simply now argues that he is entitled to double or overlapping coverage under Texas law.

Although the Fifth Circuit extensively discussed the residual Civil Code conflicts provisions, as raised by Aetna and Carriere in their briefs, Grey Wolf submits that the same result was mandated by the specific conflicts provision for Louisiana workers' compensation law, namely La. R. S. 1035.1. In

Louisiana, specific conflicts of law provisions prime the residual Civil Code oonflicts articles. La. Civil Code Art. 14.[14] The trial court made its ruling based upon La. R. S. 23:1035.1, holding that the Louisiana Workers' Compensation Act provides extraterritorial coverage to Mansel Carriere. The same Act provides the exclusive remedy available to Carriere against Grey Wolf.

Clearly, this substantive law of the forum state was given effect, and as function of the statutory employer immunity section of the Act, Grey Wolf's Motion for Summary Judgment was granted and properly affirmed by the Fifth Circuit Court of Appeals.

CONCLUSION

Grey Wolf submits that the Louisiana workers' compensation law applies to this case for several reasons. First, the overriding interests and policies of the State of Louisiana preclude the application of Texas to this case. Secondly, the specific conflicts of laws provision contained in the Louisiana Workers' Compensation Act operates to immunize Grey Wolf from Carriere's suit. Thirdly, under the "Law of the Case" doctrine, the previous final judgment mandates the application of Louisiana law. Fourthly, to apply Texas law to part of the dispute and Louisiana law to another portion would provoke piecemeal application of the laws of two states and result in double or overlapping recovery for the Petitioner. Such double recovery is totally prohibited in the "exclusive remedy" provisions of the Louisiana Act.

Finally, Louisiana's high interest in protecting its workers

14. "Unless otherwise expressly provided by the law of this state, cases having contacts with other states are governed by the law selected in accordance with the provisions of Book IV of this Code." La. Civil Code Art. 14.

which are recruited and hired within its border jurisprudentially attaches the Louisiana Workers' Compensation Act as part of the Louisiana contract of employment.

For all the foregoing reasons, Grey Wolf Drilling Company submits that the United States Fifth Circuit Court of Appeals properly affirmed summary judgment in favor of Grey Wolf Drilling Company and Petroleum Marine Insurance Agency. Accordingly, the writ should be denied.

Respectfully submitted,

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APPENDIX A — FINAL JUDGMENT PURSUANT TO RULE 54(b)

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF LOUISIANA

LAFAYETTE DIVISION

CIVIL ACTION

NUMBER: 92-1111

JUDGE HAIK

MAGISTRATE TYNES

MANSEL J. CARRIERE and JANELL L. CARRIERE

VERSUS

CHANDELEUR ENERGY CORPORATION and GREY WOLF DRILLING COMPANY

FINAL JUDGMENT PURSUANT TO RULE 54(b)

There came before the Court a Motion for Summary Judgment filed by Chandeleur Energy Corporation. After having reviewed the relevant pleadings, the Court has determined that:

1.

At all pertinent times Mansel Carriere was employed by Chandeleur Energy Corporation;

Appendix A

2.

Mansel Carriere was first offered employment with Chandeleur Energy Corporation while located in Louisiana;

3.

Mansel Carriere first accepted employment with Chandeleur Energy Corporation while located in Louisiana;

4.

At all pertinent times Mansel Carriere was working for Chandeleur Energy Corporation pursuant to a contract of hire made in Louisiana;

5.

Mansel Carriere falls within the jurisdiction of the workers' compensation laws of the State of Louisiana;

6.

Mansel Carriere's sole remedy against Chandeleur Energy Corporation is the recovery of benefits under the workers' compensation laws of the State of Louisiana.

Having made the foregoing findings, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment filed by Chandeleur Energy Corporation is granted, and the claims of Mansel and Janell Carriere against Chandeleur Energy Corporation are hereby dismissed with prejudice.

Appendix A

The Court expressly determines that there is no just reason for delay and expressly directs the entry of Judgment herein, it being the intent to make this a final judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

THUS DONE AND SIGNED this 27th day of January, 1993 in Lafayette, Louisiana.

Judgment Entered: 2-3-93
By Suzanne Mitchell
Copy To Cave
Adley
Wilkes
Gilison

s/ Haik
UNITED STATES DISTRICT JUDGE